

INVITATION FOR BIDS (IFB) NO. 07-046
TO PROVIDE
PARKING ENFORCEMENT AND TRAFFIC CONTROL SERVICES
FOR
UNIVERSITY OF HAWAII AT MANOA
HONOLULU, HAWAII

SEPTEMBER, 2006

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

NOTICE TO BIDDERS

(Section 304-4, HRS)

BID FORMS for IFB No. 07-046, Parking Enforcement and Traffic Control Services for University of Hawai'i at Manoa, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www2.state.hi.us/bidapps/showbids.cfm>) and must be submitted no later than 2:30 p.m., October 2, 2006, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Kurt Minato, (808) 956-7159.

David McClain
President, University of Hawaii

Advertised: Honolulu Star-Bulletin
Issue of: September 21, 2006

NOTICE TO BIDDERS

OPRPM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM

TO PROVIDE

PARKING ENFORCEMENT AND TRAFFIC CONTROL SERVICES

Office of Procurement and
Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 07-046, TO PROVIDE PARKING ENFORCEMENT AND TRAFFIC CONTROL SERVICES FOR UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to provide the services for an initial period of ONE (1) year, commencing on the date designated in the Notice to Proceed in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

<u>Item</u>	<u>Description</u>	<u>Est. Annual Man-Hours</u>	<u>Unit Price/ Man-Hour</u>	<u>Total Amount</u>
A.	Senior Supervisor, (Parking Control Supervisor), as per Technical Specifications.	2,349	\$_____	\$_____
B.	Supervisor, (Parking Control Officer II) as per Technical Specifications.	14,927	\$_____	\$_____
C.	Parking Attendant, (Parking Control Officer I), as per Technical Specifications.	63,027	\$_____	\$_____
TOTAL AMOUNT (ITEMS A – C)				\$_____

Price shall be per man-hour net, including all overhead, profit, and applicable taxes.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AMOUNT (ITEMS A – C)**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

CERTIFICATION OF COMPLIANCE

The Certification of Compliance with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 3, ELIGIBILITY TO BID, is enclosed.

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 5, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

WAGE CERTIFICATE

Description of Project: _____

(To be filled in by prospective bidder)

Pursuant to Section 103-55, HRS, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Bidder: _____

Signature: _____

Title: _____

Date: _____

SIGNATURE PAGE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF WORK

The scope of the services required shall include, but not be limited to, patrolling and enforcing UHM Parking Regulations in all parking zones on campus, issuing citations to traffic and parking violators, overseeing the towing or immobilizing of vehicles, and directing, guiding, expediting traffic movement in and out of parking areas on the makai and mauka campuses, and providing for pedestrian and vehicular traffic control during special events which are held on campus.

2. AUTHORITY OF MANAGER

The Manager of Parking and Transportation Services shall decide all questions which may arise as to the quality or acceptability of work performed, the manner of performance of the work, the application of the contract, and the fulfillment of the contract on the part of the Contractor. Upon failure of the Contractor to perform the services designated in these specifications, the Manager shall have the authority to have the scheduled and required services performed by others and to deduct the cost of such services from any monies due or to become due to the Contractor.

3. ASSIGNMENT OF PERSONNEL

The Contractor shall provide a properly trained senior supervisor, supervisors, and parking officers who shall perform parking related services as needed and required by the University. The Contractor shall establish a scheduling procedure that provides the senior supervisor the authority to schedule trained personnel familiar with the campus from a pool of trained personnel assigned to the University, to fill the manpower requirements of the University. Contracted personnel shall be notified well in advance of the scheduled date and time of their work assignment. The Contractor shall satisfy the requirements of all work schedules and assignments requested by the University. In the event of an emergency, the Contractor shall immediately notify the designated University representative when an assigned duty post must be vacated and of the time period required to post replacement personnel.

The University reserves the right to reject any supervisor or officer from an assigned duty without consent of the Contractor.

The Contractor shall assign an account manager to act as a liaison between the Contractor and the University to ensure that the University is receiving the services required by the contract. All communications concerning either the quality or quantity of these services shall be between the authorized representative of the University and the Contractor's designated account manager, who shall be responsible for effecting such changes in services as may be indicated.

4. MAINTENANCE OF A SAFE AND SECURE CAMPUS ENVIRONMENT

The Contractor shall at all times conduct the required services in such manner as to promote the expeditious and safe movement of pedestrian and vehicular traffic within, into, and out of the Manoa campus. Contracted personnel are part of the overall security plan for the campus, which is administered by UHM Campus Security.

Events of the following kind shall be reported to UHM Campus Security immediately:

- 1) Any circumstances that involve personal injury or property damage.
- 2) Any hazardous circumstances that could involve imminent, personal injury.
- 3) Any violation of the law or suspicious circumstances.

5. TRAFFIC AND PARKING REGULATIONS

The Contractor shall agree to abide by the University's traffic and parking regulations and to assist the University in enforcement of such regulations as they pertain to access controls and time-charged parking. Contracted personnel shall be provided with specific instructions to be able to perform the required duties and responsibilities at the assigned work site.

6. UNIFORMS AND APPEARANCE

The Contractor shall provide uniforms with appropriate identification badges, name tags and insignia for all personnel providing services under this contract. The word "Security" shall not be visible on any portion of the uniformed officer to avoid confusion with University Campus Security Officers. When required by the specific work site, the Contractor shall provide raincoats and bright colored traffic safety vests with light reflective material for each personnel.

Contracted personnel shall report for duty neat and clean with freshly laundered uniforms and shoes polished. All assignments shall be performed in full uniform unless otherwise requested for a specific assignment.

7. EQUIPMENT AND SUPPLIES

The Contractor shall provide all assigned personnel with equipment required for the proper implementation of the general parking and related services contract. The Contractor shall provide assigned personnel with office supplies, uniforms, reflective clothing or equipment, flashlights and batteries, rain protection clothing, vehicles, and fuel. The University reserves the right to determine the type and number of equipment required to properly implement services.

The Contractor shall provide a minimum of TWO (2) company-owned vehicles and ONE (1) golf cart to be utilized by the senior supervisor and supervisory personnel to fulfill their responsibilities. One of the two vehicles shall be a pickup truck to transport traffic signs and equipment. The word "Security" shall not be displayed anywhere on the vehicles. The vehicles are to be properly maintained at all times. The University has the right to request that the Contractor repair or replace a vehicle which does not satisfy the University's requirements for a safe and properly maintained vehicle.

8. RADIOS AND CITATION DISPENSING UNITS

The University shall furnish radio communication and citation dispensing equipment for use by contracted personnel while performing their duties at the University. The supervisor shall designate personnel to receive radios and citation dispensing equipment.

When officers are using the radios furnished by the University, they are expected to use clear English when describing a problem if the proper radio code is not known. Radio transmissions should be restricted to brief business messages. Unnecessary chatter is prohibited. Officers are required to monitor the radio channel designated for their specific duty assignment. The radios should have the volume and squelch controls adjusted in a manner to be able to hear and respond to calls at all times. Adjustments to this procedure may be implemented in special circumstances such as libraries and events where radio noise may be disruptive.

Cost of repairs for any damages to equipment furnished by the University, which the manager determines to be beyond normal wear and tear, will be assessed to the Contractor.

9. CHARACTER AND QUALIFICATION OF WORKMEN

The Contractor shall thoroughly screen all his applicants performing work under this contract for character, honesty, neat appearance, and ability to present a good public relations image for the University. The Contractor shall at all times provide adequate training, supervision and sufficient manpower to satisfactorily perform the services required by the University in the manner required by the contract. Initial training and orientation of personnel shall be done prior to being assigned to the University and at no additional cost to the University.

All personnel assigned by the Contractor shall have sufficient skill and experience to properly perform the services assigned to them. Contracted personnel shall possess basic skills, including but not limited to:

- a. The ability to understand oral and written instructions and to communicate effectively in a variety of situations.
- b. The ability to recognize safety hazards and initiate appropriate action.
- c. The ability to direct pedestrian and vehicular traffic using hand signals in the daytime and flashlight batons in night time situations.

Contracted personnel shall comply with established University standards for conduct and ethics of its employees. Any foreman, workman, clerk or other persons employed by the Contractor to perform said services who, in the opinion of the University, is not careful and competent, does not perform the services in a proper and skillful manner, is disrespectful, dishonest, intemperate, disorderly, neglects or refuses to comply with directions given, or is otherwise objectionable shall, at the request of the University, be removed forthwith by the Contractor and replaced by another qualified employee; and such removed person shall not be employed again in any portion of the work without the prior consent of the University.

The Contractor shall be responsible for investigating any incidents involving contracted personnel. A written report indicating findings, recommendations, and corrective action taken shall be submitted to the University. The Contractor shall be responsible for all costs associated with an investigation including the cost for any audits required by the University in cases of discrepancies or possible malfeasance, if required by the University.

10. PERSONNEL REQUIREMENTS

Because of the nature of the services under this contract, the Contractor shall within THIRTY (30) days after receipt of the Notice to Proceed, provide information on all contract employees who had conviction records and the nature of such convictions. Such information shall be handled in a confidential manner by the University. Should it be determined from the particular facts and circumstances of any contract employee's record that any employee would not be acceptable to perform work under the contract, the University shall so notify the Contractor. Such employees shall not be assigned to work at the University by the Contractor.

11. LIQUIDATED DAMAGES

Performance by the Contractor of all of its duties every calendar day is an essential part of this contract. In case of failure on the part of the Contractor to perform any of its duties, the University shall suffer damages and damages will be difficult to quantify. Therefore, the amounts of such damages are fixed in advance as indicated herein below. The Contractor shall pay such amount to the University as liquidated damages, and not by way of penalty. For any services that the Contractor fails to perform during the period of this contract, and/or in case liquidated damages are not paid, the University may deduct the amount thereof from any monies due or that may become due to the Contractor under this contract.

Liquidated damages shall be assessed in accordance with the following:

- a. Contracted personnel reports for work out of uniform, TWENTY-FIVE DOLLARS (\$25) per occurrence.
- b. Contracted personnel does not report for work as scheduled, FIFTY DOLLARS (\$50) per occurrence.
- c. Contracted personnel reports to work under the influence of alcohol or illegal drugs, FIFTY DOLLARS (\$50) per occurrence.
- d. Contracted personnel fails to perform his or her assigned duties (e.g., asleep on the job, fails to verify the status of individuals entering facilities, etc.), ONE HUNDRED DOLLARS (\$100) per occurrence.
- e. Contracted personnel engages in any other act that could adversely impact the health and/or safety of the University community, ONE HUNDRED DOLLARS (\$100) per occurrence.

The determination to assess liquidated damages shall be the responsibility of the Manager of Parking and Transportation Services. The Manager has the authority to waive liquidated damages when he deems the action to be appropriate.

12. SERVICES TO BE FURNISHED

A. The Contractor shall furnish a properly trained senior supervisor to:

- 1) Be the overall supervisor for all personnel assigned by the Contractor to the University of Hawaii at Manoa.
- 2) Schedule personnel for duty positions at the University of Hawaii at Manoa, at times and locations as required by the Manager of Parking and Transportation Services.
- 3) Meet on a regular basis with the Manager or his designee to discuss daily operations and future scheduling.
- 4) To find replacement personnel for the assigned duties in the event scheduled personnel cannot perform their assigned duties due to illness or other reasons.
- 5) Train and evaluate all personnel to ensure the satisfactory performance of their assigned duties.
- 6) Plan and assign work assignments for special events such as sporting events, commencement exercises, concerts, etc.
- 7) Maintain accurate records of hours worked by all personnel.
- 8) Work closely with fiscal personnel to comply with all State and University fiscal policies and procedures.
- 9) Conduct investigations into complaints against contracted personnel and submit written reports to the Manager of Parking and Transportation Services.
- 10) Be able to perform all duties assigned to a supervisor.
- 11) Be courteous, friendly, well-mannered and provide the best possible service to the public and present the best image of the University.

- B. The Contractor shall furnish properly trained supervisor personnel to:
- 1) Direct, guide and control parking and traffic movement in and out of various access control points, in streets and assigned parking areas throughout the campus.
 - 2) Check vehicles parked for valid parking permit/passes.
 - 3) Issue citations for parking and traffic violations using computerized citation dispensing equipment. Supervise the towing or immobilization of illegally parked vehicles.
 - 4) Inform proper authorities whenever a motor vehicle accident occurs on campus.
 - 5) Arrange for and control parking for special events or as directed by a designated representative of the University.
 - 6) Supervise the work of all assigned personnel performing enforcement or traffic control duties.
 - 7) Train all personnel to carry out their assigned job duties according to established University policies and procedures.
 - 8) Prepare and submit daily reports as requested by the University.
 - 9) Be courteous, friendly, well-mannered and provide the best possible service to the public and present the best image of the University.
- C. The Contractor shall furnish properly trained parking officers as may be required by the University to:
- 1) Identify University parking permits/passes and exercise property control over vehicular access through control posts.
 - 2) Direct, guide and control parking and traffic movement in and out of various access control points, in streets and assigned parking areas throughout the campus.
 - 3) Issue citations for parking and traffic violations using computerized citation dispensing equipment.

- 4) Communicate with designated University Campus Security Police in case of violations of occurrences requiring joint action.
- 5) Provide general information about parking and the University to the public in a clear and understandable manner.
- 6) Patrol the parking areas to prevent damage and/or theft to government property and vehicles within parking areas, disorderliness and other unlawful acts.
- 7) Summon appropriate assistance and/or take whatever protective measures necessary to protect the interest of the University in emergencies, such as fire or accidents, or in the event of other unusual occurrences adversely affecting University interests.
- 8) Be courteous, friendly, well-mannered and provide the best possible service to the public and present the best image of the University.

13. MAN-HOUR REQUIREMENTS

- A. The man-hours needed for senior supervisor is based upon a FORTY (40)-hour week, which shall be flexible to ensure proper implementation of all parking services required in these specifications herein.
- B. The man-hours needed for supervisor-patrolman is based upon the administrative and supervisory time required to oversee the operations. The manning of ONE (1) supervisor per EIGHT (8)-hour shift will commence at 6:00 a.m. through 10:00 p.m., Monday through Friday and from 6:00 a.m. through 2:30 p.m. on Saturdays as follows:

M - F	6:00 a.m. -	2:00 p.m.	(2)
	9:30 a.m. -	1:30 p.m.	(1)
	2:00 p.m. -	10:00 p.m.	(2)
	10:00 p.m. -	6:00 a.m.	(1)
Sat.	6:00 a.m. -	2:30 p.m.	(1)
	10:30 a.m. -	2:30 p.m.	(1)
- C. The man-hours required for parking officers providing enforcement is based upon FOUR 8-hour shifts by officers during the hours of 6:30 a.m. through 6:00 a.m., Monday through Friday, and weekends. Services shall be performed as follows:

Monday through Friday, (6:30 a.m. - 6:00 a.m.)

Citation:

6:30 a.m. - 3:00 p.m. (1)
7:00 a.m. - 3:30 p.m. (1)
7:30 a.m. - 4:00 p.m. (1)
9:00 a.m. - 5:30 p.m. (1)
10:00 a.m. - 6:30 p.m. (1)
12:30 p.m. - 9:00 p.m. (1)
6:30 a.m. - 2:30 p.m. (1)

Moped:

7:00 a.m. - 3:30 p.m. (3)

Saturdays

Citation:

10:30 p.m. - 6:30 a.m. (1)

Sundays and Holidays

Citation:

10:30 p.m. - 6:30 a.m. (1)

The man-hours required for parking officers providing security is based upon EIGHT (8)-hour shifts by officer during a TWENTY-FOUR (24)-hour period, SEVEN (7) days a week.

Monday through Friday (6:30 a.m. - 6:00 a.m.)

6:30 a.m. - 2:30 p.m. (6)
6:30 a.m. - 9:30 a.m. (1)
7:00 a.m. - 3:00 p.m. (2)
9:00 a.m. - 3:00 p.m. (1)
2:30 p.m. - 10:30 p.m. (6)
3:00 p.m. - 4:00 p.m. (2)
10:30 p.m. - 6:30 a.m. (4)

Saturdays, Sundays, and Holidays

6:30 a.m. - 2:30 p.m. (4)
2:30 p.m. - 10:30 p.m. (4)
10:30 p.m. - 6:30 a.m. (3)

The estimate of annual man hours required for a standard work schedule is based on past experience as follows:

- | | |
|----------------------|--------|
| a. Senior Supervisor | 2,080 |
| b. Supervisors | 12,896 |
| c. Parking Officers | 52,000 |

Note: Special events during the course of the year will require additional manpower coverage for vehicular and pedestrian traffic control (e.g., Athletic events, graduations, etc.). The following estimates are based on reoccurring Special Events:

- | | |
|----------------------|--------|
| a. Senior Supervisor | 269 |
| b. Supervisors | 2,031 |
| c. Parking Officers | 11,027 |

14. ADDITIONAL MAN-HOURS

The University may request additional supervisors or parking officers from time to time as the need arises (including but not limited to registration, concerts, athletic events), and the Contractor shall provide these services as required by the University at the respective per man-hour rates bid by the Contractor. The University shall not be responsible for overtime personnel costs incurred by the Contractor for use of personnel over the 40-hour work week.

Normally, services of supervisors and parking officers are not required on Sundays and holidays, but Contractor shall provide services when requested by the University.

Further, the University reserves the right to change the schedules as well as the number of personnel as requirements change.

15. VACATION AND RECESS

During vacation and recess periods of the school year, little or no manpower will be required. The following gives the approximate number of days services which may be reduced:

<u>Vacation</u>	<u>No. of Days</u>	<u>Approximate Manning Required</u>
Holidays	13 days	None
Christmas	12 days	Reduced manning hours
Spring Break	4 days	Reduced manning hours

16. MAP

A map of the campus parking areas is appended as Attachment A.

17. SEMI-ANNUAL REPORT

Contractor shall submit a semi-annual report summarizing hours worked, hourly wage rate and wages paid to employees for that time period.

All questions pertaining to the Technical Specifications shall be directed to Raymond Shito, Manager, Parking and Transportation Services, telephone (808) 956-9290 (Oahu).

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement and Real Property Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Providing of Parking Enforcement and Traffic Control Services for University of Hawaii at Manoa shall be in accordance with the terms and conditions of IFB No. 07-046 and the General Provisions dated March, 2003 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www4.hawaii.gov/bidfiles/uhgpgs.pdf>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Raymond Shito, Manager, Parking and Transportation Services, telephone (808) 956-9290 (Oahu).

3. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes (HRS), that:

- a. The services rendered shall be performed by employees paid at not less than the wages or salaries paid public officers and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid to public officers and employees for similar work. The University shall grant the Contractor additional compensation, in accordance with Special Provision 11, ESCALATION CLAUSE.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

4. LICENSED

Due to the nature of the work contemplated, the Contractor shall possess a valid State of Hawaii Contractor's License which permits the Contractor to provide security guard services and which shall be valid throughout the term of the contract. Contractor agrees to furnish proof of such licensing prior to award of the contract, and the University retains the right at any time to review the status of the license with the appropriate licensing board.

If, in the opinion of the University, the Contractor does not possess the appropriate licensing to perform the requirements of the contract or does not show proof of appropriate licensing prior to award, the University may award the contract to the next low bidder.

5. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidders must also have the requisite experience, appropriate forms of insurance and proper licenses. The University reserves the right to disqualify any bidder, if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

6. SITE INSPECTION

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of the bid specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling Raymond Shito, telephone (808) 956-9290 on any normal working day, Monday through Friday, after 9:00 a.m., but no later than 4:00 p.m.

7. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Special Provision 3, ELIGIBILITY TO BID. To assist the bidder in determining whether the work his/her employees are to perform under this contract is similar to that performed by public employees, the following is the position classification that performs parking attendant and security guard services:

Parking Control Supervisor:	SR-14
Parking Control Officer II:	SR-10
Parking and Security Officer I:	SR-9

Bidders are further advised that the wages to be paid to State employees in the aforementioned position classification for the period beginning October 1, 2006 are known as follows:

<u>Class</u>	<u>Hourly Rate</u>
SR-14	\$14.83
SR-10	\$12.33
SR-9	\$11.87

8. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

The Contractor shall be obliged to notify its employees performing work under this contract of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

9. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

10. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 11, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

11. ESCALATION CLAUSE

If, after the initial term of the contract, the prevailing wage rates for state civil service workers performing similar work is increased, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to state civil service workers performing similar work. Price adjustments shall be made through modifications to the contract for the difference upon request of the Contractor, provided that, prior to or concurrent with such request the Contractor documents to the satisfaction of the University that he/she has paid his/her employees wages not less than that paid to public employees doing similar work during the period of the contract. However, in the event Section 103-55, Hawaii Revised Statutes, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

12. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Contractor shall also maintain motor vehicle no-fault insurance in the amounts required by and in accordance with the laws of the State of Hawaii.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days' of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

13. PAYMENT

The Contractor shall be remunerated after acceptable performance monthly for the actual number of hours services are requested and provided. The Contractor shall submit an original and ONE (1) copy of a properly executed invoice for the work performed the previous month by the tenth of each month to:

Auxiliary Enterprises-Fiscal Office
University of Hawaii at Manoa
2442 Campus Road, Room 103C
Honolulu, Hawaii 96822

All work performed under this contract for Auxiliary Services and Student Housing Services shall be placed on separate invoices. In the event the University discovers discrepancies in the invoices, any such invoices will be returned to the Contractor for resubmission without penalties to the University.

14. EXAMINATION OF RECORDS

The Contractor shall allow the University to examine and inspect its books and records of income and payroll expenses relating to this contract during normal office hours as the University may require, and to allow an annual audit of said income and payroll expenses related to its University operation by a firm of independent auditors chosen by the University. The University shall pay the costs of such an audit.

The Contractor shall preserve all of its books and records of income and payroll relating to the contract for a period of THREE (3) years following termination thereof, during which time such records shall be made available for inspection to the University or its authorized representative upon request.

15. MAN-HOUR REQUIREMENTS

The total man-hours per year specified in the Bid pages is estimated and is used for bid purposes only. Contractor is required to furnish general parking and related security services for more or less than the number of man-hours estimated at the prices quoted. In the event the total man-hours per term is less than the estimate shown in the specifications, this reduction in man-hours shall not constitute grounds for equitable price adjustment for the Contractor.

16. PARKING RATES

The Contractor's personnel shall pay established rates for parking on the University's campus.

17. FIREARMS

Contractor's personnel shall not carry or use firearms while performing work under this contract unless the Contractor is specifically authorized to do so, in writing, by the University.

18. TERMINATION

The University may terminate this contract at any time if Contractor fails to perform as specified.

19. MANAGED PROCESS

This contract, during its term, shall be subject to a single review by the State pursuant to the managed process to be developed by a committee appointed by the governor. This managed process will enable state and county governments to implement public-private competition for government services through the managed process that will determine whether a particular service can be provided more efficiently, effectively, and economically by a public agency or a private enterprise. The managed process shall consider all relevant costs, identify the types of contracts which may be exempt from the managed process, establish protections for the affected state and county employees, and ensure that civil service laws, merit principles, and collective bargaining laws are not violated.

Pursuant to the managed process review, the contract may be canceled, renegotiated, continued, or extended by the University.

20. WORKERS' COMPENSATION

The Contractor shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under this contract.

21. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Further information is available from the Campaign Spending Commission at www.hawaii.gov/campaign or at (808) 586-0285.

22. COMPLAINTS AND PROTESTS

General Provision 5.11 is hereby deleted in its entirety and shall be replaced with the following:

- a. Complainants should seek resolution of their complaints initially with the Procurement Officer. Such complaints should be made in writing.
- b. Protests shall be made in writing to the Procurement Officer within FIVE (5) working days after the protestor knows or should have known of the facts giving rise thereto. A protest of an award or proposed award shall in any event be submitted in writing within FIVE (5) working days after the posting of the award of the contract. No protest based upon the content of the solicitation shall be considered unless it is submitted in writing prior to the date set for the receipt of offers. Protests filed after the applicable filing periods shall not be considered.

- c. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- d. To expedite handling of protests, the envelope should be labeled "Protest" and either served personally or sent by registered or certified mail, return receipt requested, to the Procurement Officer. The written protest shall include as a minimum the following:
 - 1) The name and address of the protestor;
 - 2) Appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - 3) A statement of reasons for the protest; and
 - 4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- e. Protests concerning a procurement action shall be decided by the Chief Procurement Officer or designee in accordance with applicable law.

23. **DISPUTES**

General Provision 5.12 is hereby deleted in its entirety and shall be replaced with the following:

- a. All controversies between the University and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within NINETY (90) calendar days after a written request by the Contractor for a final decision concerning the controversy; provided that if the Procurement Officer does not issue a written decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

- c. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the circuit court of the State within the SIX (6) months from the date of receipt of the decision.
- d. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the circuit court of this State of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the University provided that in any event the Contractor shall proceed diligently with the performance of the contract where the Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

24. CERTIFICATIONS REQUIRED PRIOR TO AWARD

Before contract award can be made by the University, the successful Offeror shall be required to provide the following certifications:

a. Tax Clearance for Contracts

General Provision 2.23 is hereby deleted in its entirety and shall be replaced with the following:

In accordance with Sections 103D-328 and 103-53, HRS, prior to award, Offerors shall submit, **original** tax clearances from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the DOTAX and under the Internal Revenue Code against the Offeror, have been paid. This shall apply to all contracts, whether with Hawaii Offerors, out-of-state Offerors, or nonprofit organizations.

This shall not apply to Offerors if the DOTAX certifies that the Offeror is in good standing under a plan in which delinquent taxes are being paid to the DOTAX (and the IRS, if applicable) in installments.

The certificate is valid for SIX (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the University. **The application for tax clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the University.**

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 10/2004), which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website: <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Information about the State of Hawaii Department of Taxation can be found at:
<http://www.state.hi.us/tax/tax.html>

Any questions pertaining to tax clearance may be addressed to the following:

- 1) Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- 2) Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

b. Certificate of Compliance, Hawaii State Department of Labor

In accordance with Section 103D-310(c), HRS, prior to award, Offeror shall submit an approved Certificate of Compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for SIX (6) months from the date of issue and must be valid on the date it is received by the University. A copy of the Certificate of Compliance is acceptable.

The Certificate of Compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-1122-112, HAR, Form LIR#27, which is available at:
<http://www.hawaii.gov/labor/forms/DCD-LIR27.pdf>

The application for Certificate of Compliance is the responsibility of the Offeror and must be submitted directly to the State of Hawaii DLIR and not to the University.

c. Certificate of Good Standing, State of Hawaii Department of Commerce and Consumer Affairs

In accordance with Section 103D-310, HRS, prior to award, Offeror shall obtain a Certificate of Good Standing from the State of Hawaii Department of Commerce and Consumer Affairs (DCCA). The certificate is valid for SIX (6) months from the date of issue and must be valid on the date it is received by the University. A copy of the Certificate of Good Standing is acceptable.

- 1) **Hawaii business.** A business entity referred to as a “Hawaii business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, an Offeror that is a “Hawaii business” shall submit a Certificate of Good Standing issued by the DCCA Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An Offeror’s status as a sole proprietor or other business entity and its business street address indicated on the Signature Page or Proposal Letter will be used to confirm that the Offeror is a Hawaii business.
- 2) **Compliant non-Hawaii business.** A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, Offeror shall submit a Certificate of Good Standing.

To obtain a Certificate of Good Standing, go online to www.BusinessRegistrations.com and follow the prompt instructions. To register or to obtain a Certificate of Good Standing by phone, call (808) 586-2727 (M-F 7:45 a.m. to 4:30 p.m., H.S.T.).

Offerors are advised that there are costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

The above certifications should be applied for by Offerors in a timely manner. The University will inform the successful Offeror in writing as to the exact date and time that the above certifications are due to the University. If the successful

Offeror does not submit the certifications by the date and time specified in the University's written notification, the successful Offeror's proposal shall be rejected. Thereafter, the University reserves the right to consider other offers received for award.

25. CERTIFICATIONS REQUIRED FOR FINAL PAYMENT

Before final payment can be made under this contract, the Contractor shall be required to provide the following certifications:

a. Tax Clearance For Final Payment

General Provision 7.2 is hereby deleted in its entirety and shall be replaced with the following:

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the DOTAX and under the IRS Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the DOTAX or IRS, provided that the DOTAX may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the DOTAX certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the DOTAX (and the IRS, if applicable) in installments.

The certificate is valid for SIXTY (60) days from the most recent approval stamp date on the certificate. To allow the University sufficient time to make payments, the certificate and must be valid for a minimum of THIRTY (30) days on the date it is received by the University. **The application for tax clearance for final payment is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the University.**

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 10/2004), which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website: <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Information about the State of Hawaii Department of Taxation can be found at:
<http://www.state.hi.us/tax/tax.html>

Any questions pertaining to tax clearance may be addressed to the following:

- 1) Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- 2) Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

b. Certification of Compliance for Final Payment

Final payment shall be withheld pending receipt from the Offeror of certification affirming that the Offeror has remained in compliance with the requirements referenced in Special Provision 24.

SPO Form-22, Certification of Compliance for Final Payment shall be used for this purpose. A copy of the form is available at
<http://www4.hawaii.gov/StateFormsFiles/Form221.pdf>

26. PREFERENCES

The preferences provided below shall be added to the General Provisions, Section 3, EVALUATION, AWARD AND EXECUTION OF CONTRACT. These preferences will be considered in the evaluation only if it is deemed applicable by the University to the RFP or IFB.

a. Preference for Hawaii Products (Applicable to RFP's and IFB's)

Section 103D-1002, HRS, and Subchapter 1, Chapter 3-124, HAR, provide as follows:

Hawaii products. In any expenditure of public funds, a purchasing agency shall review all purchase specifications in a bid or proposal for purchase from the Hawaii products list where such products are available, provided that the products: meet the minimum specifications and the selling price f.o.b. jobsite; unloaded including applicable general excise tax and use tax does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; unloaded including applicable general excise tax and use tax of a similar non-Hawaii product by more than: THREE PERCENT (3%), where Class I Hawaii products are involved; FIVE PERCENT (5%) where Class II Hawaii products are involved; or TEN PERCENT (10%) where Class III Hawaii products are involved.

Where offers contain both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest offer or purchase price only, the price offered for a non-Hawaii product item shall be increased by adding thereto THREE PERCENT (3%), FIVE PERCENT (5%) or TEN PERCENT (10%) where similar Class I, Class II or Class III Hawaii product items have been offered by another party pursuant to the preferences stated above. The lowest total offer, taking into consideration the above preferences, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the original price offered, exclusive of such preferences.

Any person desiring a preference must have the product(s) qualified and registered on the Hawaii products list. The responsibility for qualification shall rest upon the person desiring the preference. The product(s) shall be found qualified and on the Hawaii products list before a preference may be granted. Persons desiring to qualify their product(s) shall complete according to instructions and file with the Administrator, State Procurement Office, the "Application for Hawaii Products Preference," which is available from the State Procurement Office and provide all additional information required by the Administrator.

Should the price comparison for bids submitted pursuant to Section 103D-302, HRS, after taking into consideration all applicable preference, result in identical total prices, award shall be made to the Offeror offering a registered Hawaii produce in preference to a non-Hawaii product.

b. Printing Preference (Applicable to IFB's only)

Section 103D-1003, HRS, and Subchapter 2, Chapter 3-124, HAR, provide as follows:

All bids submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a FIFTEEN PERCENT (15%) preference for purposes of bid evaluation.

Where bids are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid, the amount bid or proposed for work performed out-of-state shall be increased by FIFTEEN PERCENT (15%). The lowest total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the original price offered, exclusive of the preference.

c. Software Development Business Preference (Applicable to RFP's and IFB's)

Section 103D-1006, HRS, and Subchapter 5, Chapter 3-124, HAR, provide as follows:

This preference shall apply to all bids or offers issued by a purchasing agency when so stated in the solicitation. Bids issued by a governmental agency pursuant to Section 103D-301, HRS, shall contain a notice stating that a price preference will be given to Hawaii software development businesses. This price preference will be TEN PERCENT (10%) of the offer price, and will be used for evaluation.

Offerors requesting a preference shall submit a completed certification form, as required by Section 3-124-33, HAR, with each offer. Previous certifications shall not apply unless allowed by the offer.

Any Offeror who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the offer will be increased by TEN PERCENT (10%) for purposes of evaluation.

Where an offer contains both Hawaii software development businesses and non-Hawaii software development businesses, then for the purpose of determining the lowest evaluated bid, the original offer for the non-Hawaii software development businesses shall be increased by TEN PERCENT (10%).

The responsible Offeror submitting the lowest evaluated offer(s), taking into consideration all applicable preferences shall be awarded the contract, provided the product being offered meets the minimum specifications.

The contract amount of any contract awarded shall be the original price offered, exclusive of any preferences.

d. Recycled Products Preference (Applicable to IFB's only)

Section 103D-1005, HRS, and Subchapter 4, Chapter 3-124, HAR, provide as follows:

Solicitations issued by a governmental agency pursuant to Section 103D-310, HRS, and consistent with Section 3-124-22, HAR, shall contain a notice stating that a price preference will be given to recycled products. This price preference will be at least FIVE PERCENT (5%) of the offer price, and will be used for bid evaluation, as specified in Section 3-124-25, HAR.

When a purchase specified recycled products only, or when recycled products only are offered, the price preference shall not apply.

Offerors requesting a preference shall complete a certification of recycled content form which shall be included with the solicitation if applicable as follows:

- 1) Offerors shall indicate on the certification form, the recycled content of the products offered. Recycled content shall be expressed as a percentage of total product weight.
- 2) Offerors shall submit with the certification form sufficient information to support the stated recycled content of the products offered, including but not limited to manufacturer's specifications, or manufacturer's certification. The University reserves the right to request additional information deemed necessary in order to qualify a product, and has sole discretion in determining acceptance of a product.

- 3) Any Offeror whose product is not accepted for application of preference may appeal by filing a written request for re-examination of facts to: Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822.

Previous certifications shall not apply unless allowed by the solicitation.

Offerors failing to submit the certification at the time established for receipt of offers will not be considered for the price preference.

When both recycled products and non-recycled products are offered for the purpose of determining the lowest price, the original offer price for the non-recycled product item shall be increased by FIVE PERCENT (5%).

When low tie offers with identical post-consumer recovered material content result after all applicable preferences are applied, award shall be made to the Offeror offering products with the higher recovered material content.

The contract amount of any contract awarded shall be the original offer price offered, exclusive of any preferences.

e. Tax Preference (Applicable to IFB's only)

Section 103D-1008, HRS, Subchapter 7, Section 3-124, HAR, provides a tax preference for tax paying bidders. For purposes of this section, tax exempt bidders and tax paying bidders are defined as follows:

- 1) "Tax exempt bidder" mean a bidder that is not subject to the applicable Hawaii general excise and applicable Hawaii use tax, under Chapters 237 and 238, HRS, resulting from the performance of the work required by the solicitation; or a bidder that has tax exempt status under federal or state laws or both.
- 2) "Tax paying bidder" means a bidder that is subject to the applicable Hawaii general excise tax and applicable Hawaii use tax, under Chapters 237 and 238, HRS, for the performance of the work required by the solicitation.

To facilitate compliance with this requirement, each bidder possessing a Hawaii I.D. number for General Excise Tax License shall enter it in the space provided on the signature page, thereby attesting that the bidder is doing business in the State

of Hawaii and is a tax paying bidder, and that bidder will pay such taxes on all sales made to the State. Any bidder that cannot furnish a valid Hawaii General Excise Tax License number in the space provided will be considered as not doing business in the State of Hawaii and is a tax exempt bidder, and bidder's bid will be evaluated accordingly.

The price submitted by the tax exempt bidder shall be increased by the applicable retail rate of the Hawaii general excise tax, currently 4%, and applicable use tax, currently ½ of 1%, for the purpose determining the evaluated price for award purposes. Any contract awarded, after taking into consideration the above preference, shall be in the amount of the original price bid and shall not include the amount of the said preference.

f. Qualified Community Rehabilitation Programs Preference (Applicable to RFP's and IFB's)

Section 103D-1009, HRS, Subchapter 8, Section 3-124, HAR, provides a preference for qualified community rehabilitation programs.

All solicitations for goods and services made pursuant to Sections 103D-302 and 103D-303, HRS, issued by a purchasing agency shall contain a notice stating that a price preference will be given to qualified community rehabilitation programs.

When a governmental body contracts for goods and services, a FIVE PERCENT (5%) preference shall be given to goods and services to be provided by nonprofit corporations or public agencies operating qualified community rehabilitation programs in conformance with criteria established by the department of labor and industrial relations pursuant to Chapter 91; provided that contracts awarded under this section shall be exempt from the wages provision of Section 103-55. Organizations listed in the partners employment program qualify for a preference. All other prospective Offerors desiring a preference shall submit with their offer the "Certificate of Eligibility to be Certified as a Qualified Community Rehabilitation Program" issued by the State Procurement Office.

In evaluating offers for goods or services, the University shall increase the price offered by noncommunity rehabilitation program by FIVE PERCENT (5%) for the purpose of determining the lowest evaluated Offeror. The contract amount of any contract awarded shall be the original price offered, exclusive of any preferences.

g. APPLICATION OF MULTIPLE PREFERENCES

Should more than preference allowed by statute apply, the evaluated price shall be based on application of applicable preferences in the following order:

- 1) Hawaii Products list, pursuant to Section 103D 1002, HRS;
- 2) Tax adjustment for tax exempt Offerors, pursuant to Section 103D-1008, HRS;
- 3) Preferred use of Hawaii software development business, pursuant to Section 103D-1006;
- 4) Recycled products, pursuant to Section 103D-1005, HRS;
- 5) Printing, binding, and stationery work within the State, pursuant to Section 103D-1003, HRS; and
- 6) Preference for persons with disabilities pursuant to Section 103D-1009, HRS.

The preferences shall be applied to the original prices. The sum of the preferences, where applicable, shall be applied to the original price, except that preferences 1) and 4) shall be subtracted from the Hawaii products or recycled products price.

The responsible Offeror submitting the lowest evaluated offer(s), taking into consideration all applicable preferences shall be awarded the contract provided that the product offered meets the minimum Technical Specifications. Lastly, the contract amount shall be the amount of the price offered, exclusive of any preference.

ATTACHMENT A

MAP

(See Official Document)